TERMS AND CONDITIONS GOVERNING SUBSCRIPTION TO THE SERVICE BY INDIVIDUALS FOR THEIR PRIVATE USE

Interpretation

1 In these Terms and Conditions the following terms will have the following meanings –

1.1 "Agreement" means the agreement concluded between you and the Service Provider when we accept your Request, which agreement is governed exclusively by these Terms and Conditions, as amended from time to time;

1.2 "Approved Decoder" means a decoder approved by us for receipt of the Service;

1.3 "Bouquet" means a package of audiovisual, audio and/or data channels provided by us;

1.4 "Content Rights" means the copyright and other Intellectual Property rights to the audiovisual, audio and/or data materials, provided by us;

1.5 "Coverage Area" means the geographic area in the Territory in which the Service, or a component of the Service, is provided which is set out on the Website;

1.6 "Due Date" means the date by when we must receive payment of your Fees in terms of these Terms and Conditions, being –

1.6.1 in the case of a New Subscription, the day on which you wish us to activate your subscription to the Service; and

1.6.2 the last day of the Subscription Period;

1.7 "Equipment" means the subscriber equipment required in order to receive, access and use the Service, including the Approved Decoder, embedded Smartcard (if applicable), aerial and cabling (if applicable);

1.8 "your Fees" means the fees payable by you in respect of your access to the Service (including subscription fees, administrative fees and fees for optional extras as well as any VAT and other taxes, duties, levies or charges thereon that may be levied by any government authority directly or indirectly in relation to the Service), which fees are payable to us directly or through one of our authorised representatives, in any manner authorised by us from time to time;

1.9 "General Amendment" means an amendment of these Terms and Conditions by us from time to time on notice to you;

1.10 "Intellectual Property" means any and all rights, title and interest in intellectual property (whether registered or not), including past and

future copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, databases, graphics, icons, semi-conductor topography, know-how, trade secrets and inventions (whether patentable or not), goodwill and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property which are owned, licensed to, used and/or held (whether or not currently) by us, our affiliated companies or our content and channel suppliers;

1.11 "Manufacturer" means the manufacturer of the Equipment;

1.12 "New Subscription" means a request for access to the Service by a person who does not have an active subscription to the Service at the time of making the request, regardless of whether or not that person has previously subscribed to the Service;

1.13 "Payment Instruction" means the instruction by you to pay your Fees by way of a debit order or other similar electronic automated payment method;

1.14 "Reactivation Fee" means the fee that may be payable by you, following suspension or termination of your access to the Service, for reactivation of such access by us, the amount of such fee being ascertainable from the Website or on request to us at any time;

1.15 "Related Products" means the various systems which we may use or deem necessary for or associated with the provision of the Service, and the facilities used by us for or ancillary to the Service, including but not limited to technical services, the content security management system, the software operating system, software applications and subscriber management services and business systems;

1.16 "the Service" means –

1.16.1 one or more of the Bouquets selected by you and the associated services, features, facilities and applications; and

1.16.2 any additional functionalities selected by you,

provided by Details Nigeria Limited;

1.17 "Service Provider" means any person, including a juristic person, whom we may authorise to perform any of our obligations in these Terms and Conditions on our behalf;

1.18 "Smartcard" means a smartcard required (if applicable) for use in an Approved Decoder in order for you to access the Service;

1.19 "Subscription Period" means a period, determined by us from time to time, during which your subscription to the Service will be active, commencing on the date on which we authorise your access to the

Service, ending when the period for which you have paid, and we have received full and valid payment of, your Fees has expired;

1.20 "System Rights" means the copyright and other Intellectual Property rights in the Equipment and in the Service, including the software incorporated therein;

1.21 "Terms and Conditions" means the terms and conditions set out in this document, as amended from time to time, such terms and conditions being freely available to you on the Website or on request to us at any time;

1.22 "Territory" means the Federal Republic of Nigeria;

1.23 "User Manual" is the standard operating instructions for your Approved Decoder, a copy of which is provided with your Approved Decoder and is also available on the Website;

1.24 "VAT" means Value Added Tax or any similar consumption based tax which we or our agents may be obliged to levy and/or collect;

1.25 “viewing device” means a devise which is compatible with the Approved Decoder, which when used in conjunction with an Approved Decoder, displays the audiovisual material comprising the Service, including certain laptops, personal computers, tablets and smartphones;

1.26 "we" or "us" means Details Nigeria Limited, a company registered in the Territory with registration number **RC149059**, and any other person (including any legal person) to which that company may transfer its rights, obligations and interest in terms of this Agreement;

1.27 "Website" means http://www.Gotvafrica.com, http://www.dstvmobile.com or such other website which we use from time to time;

1.28 "you" or "your" refers to a person who has requested, or who has authorised another person to request on his behalf, access to the Service on these Terms and Conditions;

1.29 "your Request" means your request for access to the Service on these Terms and Conditions, which request may have been made -

1.29.1 by way of text message from your mobile phone to the number determined by us;

1.29.2 if applicable, via your Approved Decoder; or

1.29.3 in any other manner authorised by us from time to time. .

2 Any reference in these Terms and Conditions to –

2.1 the singular includes the plural, and vice versa; and

2.2 one gender includes the other gender.

Request for the Service

3 You may request access to the Service for a minimum period of one or more Subscription Periods as determined by us from time to time.

4 We do not provide subscribers with -

4.1 access to stand-alone programmes (other than the Box Office Service, if applicable), channels, features, facilities or applications; or

4.2 the option to subscribe for a portion of the Subscription Period,

although we reserve the right to do so.

Place of Agreement, commencement and duration

5 The Agreement is deemed to be concluded at our principal place of business in the Territory and commences on the date on which we, after receiving full and valid payment of your Fees in terms of the Agreement, accept your Request by activating your access to the Service.

6 Subject to the breach provisions in these Terms and Conditions, the Agreement is binding on you and us unless and until –

6.1 we notify you (in any manner, whether telephonically, electronically, in writing or in person) that we are terminating this Agreement with effect from a specified future date, which we may do at any time;

6.2 subject to clause 8, the Subscription Period for which you have paid, and we have received, full and valid payment of your Fees in terms of the Agreement expires and you have not renewed your subscription for a subsequent period by paying your Fees on or before the Due Date, and your subscription to the Service is disabled by us; or

6.3 you notify us (in any manner, whether telephonically, electronically, in writing or in person) that you are terminating this Agreement with effect from a specified future date, which you may do at any time subject to clauses 7, 9 and 10.

7 Once your subscription has been activated, it will continue to run for the duration of the Subscription Period for which you have paid, regardless of whether you access or use the Service or are in the Coverage Area.

8 Unless a party terminates the Agreement in terms of these Terms and Conditions, we may automatically renew your subscription to the Service at the end of the Subscription Period and such renewal will be governed by these

Terms and Conditions at the date of renewal and as amended from time to time. You will however be notified that your subscription is about to expire and will be renewed unless you notify us and/or the Service Provider otherwise.

9 Each time your subscription is renewed for a subsequent Subscription Period, such renewal is in terms of these Terms and Conditions as at the date of renewal, and as amended from time to time.

10 If you terminate this Agreement in terms of clause 6.3, such termination will take effect from the last day of the Subscription Period in which the termination notice is received.

11 The termination of this Agreement will not affect –

11.1 our rights or remedies, or yours, for the period prior to termination, as the case may be; or

11.2 those rights and obligations which this Agreement intends, either expressly or by implication, will survive beyond termination.

Fees

12 The Service is provided on a pre-paid basis.

13 In order for you to have continued access to the Service, you must make, and we must receive payment of your Fees in advance, for the forthcoming Subscription Period, on or before the Due Date.

14 We will activate your access to the Service only once, and as soon as practicable after, you have made, and we have received, payment in full in terms of clause 13. We will not be liable to you or any other person if access to the Service is delayed or cancelled for any reason beyond our control.

15 If we do not receive payment of your Fees as contemplated in clause 13, the Agreement will automatically terminate and your access to the Service will be disabled without further notice to you.

16 In addition to your Fees, you will be liable to pay any data or other charges that may be levied by any third party service provider, including a mobile operator (if applicable).

17 If your access to the Service is suspended or terminated for whatever reason, and whether by you or by us, and you wish to reactivate your access to the Service, we may charge a Reactivation Fee, and, in that event, we will not reactivate your access to the Service until we have received your payment of the requisite Reactivation Fee and your Fees.

18 You may not deduct from, or set off against, your Fees any amount whatsoever which you claim from us or which we owe you.

19 The fees payable in terms of these Terms and Conditions are ascertainable on the Website.

20 We may from time to time review and amend the fees payable to us in respect of the Service, or any aspect thereof, by way of a General Amendment. We will notify you of such amendment as soon as practicable prior to implementing it.

21 We may alter the Payment Instruction under which you pay your Fees to us, if any, if the amounts payable by you to us should change for any reason. .

22 We may advise you of –

22.1 any additional components of the Service which become available, the conditions applicable thereto and the charges therefore, if any, and which, if you request to receive this additional component, you will be obliged to pay the additional charge, if any; and

22.2 any component of the Service for which you must pay an additional charge if you wish to continue receiving it, and for which, if you request to continue to receive this component, you will be obliged to pay the additional charge.

23 We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of fees and other amounts payable by you for the Service. We will not be liable to you or any third party for any loss or damage which you may incur as a result of any error, system downtime or delay experienced by such Payment System Provider, or for any other reason beyond our reasonable control.

24 We may waive our right to demand and/or receive payment of the whole or part of your Fees for any component of the Service, Subscription Periods, and/or persons (or categories of persons), taking into account any factors determined by us. If we waive any of our rights in terms of this clause, such waiver will be without prejudice to any other rights, interests or expectations that we may have, and you will have no right or expectation that we will waive our rights again in the future.

25 If we waive our right to demand and/or receive payment in terms of clause 24, we may, at any time, withdraw, in whole or in part, that waiver and exercise our right to demand and receive payment of your Fees in terms of these Terms and Conditions, provided that –

25.1 we will give you reasonable notice that we intend to demand payment in the future; and

25.2 we will require payment only from the date specified in the abovementioned notice, which date will be a reasonable time after the date of the notice.

26 If we withdraw a waiver in terms of clauses 24 and 25, you must pay, and we must receive, your Fees on or before the next Due Date.

Your personal information

27 Subject to these Terms and Conditions and any applicable laws, and in addition to any other information which you must give us in terms of these Terms and Conditions, you must –

27.1 provide us with your personal information which we require in order to activate and administer your access to the Service; and

27.2 inform us in writing within seven business days of any change to any of the information provided by you in relation to the Agreement.

28 You authorise us to –

28.1 obtain (where applicable by retrieval from your Approved Decoder), capture, store, analyse and use for our marketing purposes your viewing habits and profile;

28.2 use information that we may hold in relation to you "" for the purposes of –

28.2.1 processing your Requests;

28.2.2 administering the Agreement;

28.2.3 informing you of any new aspects of the Service or services provided by our affiliates;

28.2.4 informing you of promotional competitions;

28.2.5 notifying you of a General Amendment;

28.3 disclose your personal information –

28.3.1 to companies affiliated with us for purposes of marketing their services (subject to your right to refuse such disclosure of your personal information);

28.3.2 to any third party who acquires (or proposes to acquire) ownership or control of our assets, shares or management, or that of our affiliates, whether by sale, merger, acquisition or otherwise, and/or to any third party from who we acquire (or propose to acquire) ownership or control of assets, shares or management, whether by purchase, merger, acquisition or otherwise;

28.3.3 to agents, representatives or Service Providers which we appoint to process your Request, administer the Agreement or provide subscriber management services;

28.3.4 to our Payment System Providers in order to facilitate the collection of your Fees using payment systems owned and operated by third parties; or

28.3.5 if and to the extent that we are required to do so to comply with any applicable law, including the requirements of statutory authorities; and

28.4 retain your personal information referred to in this clause for as long as we are required to do so in terms of any applicable laws, for evidentiary purposes or in order to exercise or protect any of our rights under the Agreement.

29 It is your responsibility to proactively ensure that the information which you provide to us is complete, accurate and up to date.

Our obligations

30 In consideration for the fees paid by you, and subject to you complying with these Terms and Conditions, we, will provide you with access to the Service, in accordance with the Agreement.

31 Subject to your compliance with the Agreement, your access to the Service will continue until suspended by us or terminated by either you or us in terms of the provisions of these Terms and Conditions.

32 Subject to any applicable laws, the terms of the Manufacturer's warranties and/or the decoder care plan (if applicable), we have no obligation –

32.1 to ensure that the Equipment is installed correctly;

32.2 to ensure that the Equipment is or remains functional or error-free and enables you to access the Service; or

32.3 to maintain any component or aspect of the Equipment.

33

33.1 We will, subject to any applicable laws, attempt to inform you of any content made available by us which may be subject to age restrictions, or contain strong language or other material which may offend sensitive users or which may be inappropriate for younger users.

33.2 However, we are not responsible for preventing the viewing of such content by children below any age restriction, or sensitive or younger users.

Your obligations

34 In addition to any other obligations imposed on you in terms of these Terms and Conditions, you must –

34.1 take reasonable steps to prevent the viewing by children below the age restrictions which may be prescribed by us, our content providers or any applicable regulatory authority from time to time, or 'sensitive' or 'younger' users of content referred to in clause 33; and

34.2 use the parental control mechanism on the Subscriber Equipment, if available, to block access to content on the Service which you consider inappropriate or undesirable.

Restrictions on access to and use of the Service

35 You may access and use the Service and the Equipment only –

35.1 in a single residential unit (other than a handheld device);

35.2 at your ordinary place of residence (other than a handheld device); and

35.3 for private personal domestic use.

36 You may not access the Service in any manner or for any purpose other than as set out in these Terms and Conditions. Nor may you negligently or intentionally permit any other person to do so. Without limiting the restrictions in clause 35, you may not attempt to or –

36.1 access any component of the Service other than those component to which you are authorised to access;

36.2 use the Service, or any component thereof, for any commercial purpose;

36.3 exhibit or provide the Service to the public, whether or not admission fees are charged;

36.4 charge any person a fee to access any component of the Service;

36.5 copy any of the audiovisual, audio and/or data material in the Service;

36.6 hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the audiovisual, audio and/or data material of the Service;

36.7 hack, reverse engineer or otherwise compromise the security of the conditional access system, operating software or encryption software used in the Smartcard and any Approved Decoder used to receive the Service;

36.8 permit, facilitate or condone any other person doing any of the prohibited activities in this clause, whether using your Equipment or otherwise.

37 If you sell or otherwise transfer the Equipment, you must advise us in writing, within seven days thereafter, of the identity and contact details of the transferee.

38 You indemnify us against any claim by the transferee in relation to your sale or transfer of the Equipment, including any claim against you by reason of the non-functionality of the Equipment.

39 You indemnify us and our affiliated companies, and their directors, officers, employees, agents and representatives ("Indemnified Parties") against any claim by a third party in respect of a breach by you of clause 35 and/or 36.

40 You acknowledge that a breach by you of clauses 35 and/or 36 may constitute criminal activity and could result in considerable prejudice and damage to us and/or our licensors and/or channel suppliers.

41 You agree that we may, from time to time, and on reasonable notice, delay or interrupt the distribution or reception of the Service, or any aspect thereof, if this is reasonably necessary for any purpose related to our business, including in order to support the provision, operation, maintenance and security of the Service, or any aspect thereof.

Equipment

42 You acknowledge that certain components of the Service may only be available –

42.1 in conjunction with certain Equipment or certain other components of the Service;

42.2 for use by persons or types of persons, in places or types of places, and/or specific circumstances; and/or

42.3 subject to specific additional terms and conditions.

43 You may only access the Service by using an Approved Decoder and in accordance with the applicable User Manual.

44 You must comply with all lawful directives given by us relating to your access to the Service and/or use of the Equipment.

45 You may not tamper with, use or attempt to use the Equipment to access the Service in any manner or for any purpose not authorised by us.

46 You undertake –

46.1 to comply with the User Manual and any warnings and instructions included with the Equipment when you install and use the Equipment;

46.2 not to alter the Equipment in any way;

46.3 to keep the Smartcard (if any) in the Approved Decoder; and

46.4 to keep your decoder connected, at least in standby mode when not in use, to the main power supply and to the reception equipment, to enable the functionality of the software, updating of the software in the decoder and in order to ensure that your continued access to the Service is not negatively affected. You acknowledge that in standby mode certain Approved Decoders generate heat and that you will position your decoder with this factor in mind.

47 If your Smartcard is damaged, lost or stolen –

47.1 you must inform us thereof within 48 hours of your becoming aware thereof; and

47.2 we or one of our duly authorised representatives will replace the Smartcard, subject to the payment by you of a standard replacement fee.

48 We may disable the Approved Decoder and/or Smartcard used by you, whether temporarily or permanently, if –

48.1 it is damaged, lost or stolen;

48.2 any unauthorised person uses the Equipment to access the Service;

48.3 you breach any of the provisions of the Agreement;

48.4 the Subscription Period has expired and we have not received payment of your Fees for the following Subscription Period;

48.5 it is necessary to protect the integrity of the conditional access system used for the Service; or

48.6 it is otherwise reasonable to do so.

49 You will only be able to use the Equipment to access the Service in the Coverage Area. The strength of the broadcasting signal may vary in different parts of the Coverage Area, as a result of which you might be required to acquire, at your own cost, additional Equipment (such as a different aerial), in order to access the service, either optimally or at all.

50 We cannot guarantee that you will be able to access and use the Service, or any aspect thereof, either optimally or at all, if you do not act in accordance with clauses 43, 45, 46 and/or 49.

Limitation of liability, and indemnities

51 We and the Service Provider are not liable to any person for the content on and/or the use of materials constituting the Service, whether provided by us or a third party, and you agree that –

51.1 the Service may contain images and/or content that may be regarded as unsuitable or offensive by some viewers;

51.2 we mainly acquire complete channels from channel suppliers and package them into Bouquets and as such we have no influence over, and are unable to alter, the content of the channels;

51.3 the content of the Service, including the number, nature, composition and content of channels and Bouquets may, from time to time, vary;

51.4 the channels on each Bouquet may vary from time to time, and that the content of each individual channel may, from time to time, vary; and

51.5 the programming on the Service may differ from that set out in our hard copy and/or electronic programme guides;

52 Subject to any applicable laws, the terms of the warranty and a decoder care plan described in clause **Error! Reference source not found.** (if and to the extent applicable) we are, in the absence of our gross negligence or willful misconduct not liable –

52.1 for any loss or damage suffered by you or any other third party, which arises out of –

52.1.1 any act or omission of ours or our employees or agents, subject to the provisions of clause 52.3;

52.1.2 any act or omission of our consultants, subcontractors or affiliated companies;

52.1.3 the exercise by us of any of our rights in terms of these Terms and Conditions; or

52.1.4 any breach by you of your obligations under these Terms and Conditions, and you specifically indemnify us and the Indemnified Parties against any claim by you or any third party arising out of such breach;

52.2 for any delay or failure by us to provide the Service, or any aspect thereof, to you to the extent that such delay or failure results from causes beyond our direct or indirect control;

52.3 for any delay, interruption, defect or failure in the distribution or reception of the Service, or any aspect thereof, regardless of the nature, duration or cause thereof, which we deem necessary for any purpose related to our business, including in order to support the provision, operation, maintenance and security of the Service, or any aspect thereof;

52.4 subject to the terms of the Manufacturers' warranties and/or the decoder care plan (if that plan is available and you have chosen to be

covered by that plan), for any defect in or failure or malfunction of the Equipment, regardless of the nature or cause thereof; or

52.5 for any other delay, interruption, defect or failure in the distribution or reception of the Service in the Coverage Area, or any aspect thereof, regardless of the nature, duration or cause thereof, in the absence of gross negligence or willful default on our part, and without prejudice to any other provision of these Terms and Conditions. If such delay, interruption, defect or failure is due to our gross negligence or willful default, then you will be entitled, as your sole and exclusive remedy, to a credit against future payments of subscription fees equal to the pro-rata portion of the fees representing the period of the delay, interruption, defect or failure to the extent caused by our gross negligence or willful default.

53 We make no warranty or representation, whether expressly or implicitly, as to the technical quality of –

53.1 the Service;

53.2 the Equipment;

53.3 any viewing devices; and/or

53.4 your viewing experience,

or that they will meet your particular tastes and expectations.

Intellectual property

54 You agree that –

54.1 the Content Rights and the System Rights are either owned by, or licensed to, us or our affiliates and that by entering into the Agreement you acquire no right or interest in such rights; and

54.2 you will not infringe our rights or interests, or those of our suppliers or licensors, in the course of your access to and use of the Service or otherwise. Nor may you negligently or intentionally permit any other person to do so.

55 You indemnify us and the other Indemnified Parties against any claim by a third party in respect of a breach by you of clause 54.2.

Security

56 You acknowledge that the provision of the Service includes and relies on a technological security framework ("security framework") designed to protect the Service against unauthorised use, which security framework will be automatically implemented, maintained and amended from time to time.

57 You agree to such implementation, maintenance and modification of the security framework, which may include the disconnection or discontinuation of any features of the Equipment which facilitate unauthorised use of the Service.

58 Our failure to implement the whole or part of the security framework will not constitute a grant or waiver of any of our rights resulting from the unauthorised use of the Service.

Communications with us

59 You may authorise any other person to communicate with us on your behalf in relation to the Agreement, provided that such person complies with our standard security check. You agree to be bound by all requests and undertakings made by third parties on your behalf in terms of this clause.

60 It is your responsibility to ensure that your personal information relevant to our standard security checks is not disclosed to third parties whom you have not authorised to represent you.

Communications with you

61 Subject to any applicable laws, we may communicate with you, amongst other methods, by means of post, e-mail, on-air communications, or by way of text or other messages to your phone, PC, laptop, viewing device or to your decoder for display on your television screen.

62 We may use such messages, amongst other things, to –

62.1 market or promote our services and/or those of our channel suppliers, affiliates and/or clients, subject to your right to restrict unwanted direct marketing;

62.2 inform you about the Service and operational systems, and changes to these;

62.3 provide you with information which we believe may be of particular interest or relevance to you;

62.4 advise you of the status of your account and any amounts owing by you to us;

62.5 remind you of forthcoming Due Dates;

62.6 inform you that your access to the Service is about to expire and will be renewed unless you advise us otherwise;

62.7 inform you that your access to the Service will be suspended unless we have received payment of the requisite fees; or

62.8 notify you of a General Amendment.

Amendments to and variations in the Service

63 The nature, composition and content of the Service are determined by us in our sole discretion, and may be changed by us from time to time.

64 The various Related Products and other systems necessary for or associated with the provision of the Service are determined by us and are subject to ongoing innovation and change and may be amended by us from time to time. Without limiting the above you agree that we may –

64.1 amend the software which is part of the Subscriber Equipment and/or Related Products by means of "over the air" software downloads, to address any system errors or other problems relating to the software, to improve security, to provide additional features or functionality;

64.2 recommend that you upgrade, reconfigure, swap-out, change or replace ("upgrade") at your cost if applicable one or more of the hardware components of any of the Equipment used by you to access the Service, if your continued access to the Service will be negatively affected if the upgrade, reconfiguration or swap-out does not happen. You acknowledge that the inherent nature of technology is such that as a result of technological development and innovation obsolescent over time, your Equipment may become outdated over time;

64.3 disable the Service, if we have reason to believe or if we suspect that your age is below the prescribed age restriction or that the Service is being made accessible to persons who are below the prescribed age restrictions; and/or

64.4 disable or remotely alter your access to the Service to prevent you from copying certain content, programmes or channels, or otherwise infringing our, our affiliates' or a third party's rights or interests, if we become obliged to do so or if we deem it necessary to do so.

65 You will have no rights, interests or expectations to any increases or decreases in the fees payable by you if we make any amendment to the Service in terms of clauses 63 to 64, or any other provision of this Agreement.

66 Subject to clause 67, you may not replace, remove or vary your subscription to the Service, or any aspect thereof, during the course of a Subscription Period in respect of which you have already requested access and paid the requisite fees. If you request us, during a Subscription Period, to replace, remove or vary any aspect of your subscription, and we accept your request, such change will take effect only at the end of that Subscription Period.

67 If you request and we agree to activate any additional aspects of the Service on a date before the next Due Date, then you must pay, on a pro rata basis, the requisite fees for the period from the date on which your subscription to the additional aspects of the Service is activated until the Due Date. We will activate your subscription to the additional aspects of the Service only once,

and as soon as practicable after, you have made, and we have received, the payment, as calculated by us, in full.

Amendment of Agreement

68 You agree to be bound by a General Amendment from the date specified in the General Amendment notice, which date will be a reasonable time after the date of the General Amendment notice.

69 No amendment requested by you will be valid or effective unless either captured in a General Amendment or recorded in writing and signed by you and by us.

Breach of Agreement

70 Your failure to comply with these Terms and Conditions constitutes a material breach of the Agreement.

71 If you breach this Agreement –

71.1 we may, without prejudice to any other remedy that we may have, immediately and without notice to you disable your subscription and/or terminate this Agreement depending on the severity of such breach;

71.2 we may, without prejudice to any other remedy that we may have, elect to keep this Agreement in force, but at the same time and for as long as such breach continues, to suspend your access to the Service or any component thereof. If and when we reinstate access to the Service, you must pay the Reactivation Fee;

71.3 you must pay us all legal costs, including attorney and own client costs, tracing agent's fees and collection charges which we may incur in taking any steps pursuant to your breach; and

71.4 you must pay us any loss or damages incurred by us directly or indirectly as a result of your breach.

72 If we have suspended your subscription to the Service and you –

72.1 remedy your breach;

72.2 comply with these Terms and Conditions; and

72.3 pay us all amounts due to us in terms of these Terms and Conditions and the Reactivation Fee,

then we may reactivate your subscription to the Service.

73 If we terminate this Agreement, you may submit a Request with a view to us concluding a new Agreement with you.

General

74 These Terms and Conditions, as amended from time to time –

74.1 constitute the sole and complete record of the Agreement between you and us in respect of your access to the Service; and

74.2 supersede any previous agreement between you and us or between you and any other company, in terms of which you were authorised to have access to the Service.

75 Neither you nor we are bound by any express or implied representation, warranty, undertaking, promise or the like not recorded in these Terms and Conditions.

76 Any relaxation or indulgence which we may show you at any time in regard to these Terms and Conditions is without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of these Terms and Conditions or any law.

77 If any provision of these Terms and Conditions is found to be wholly or partly invalid, unenforceable or unlawful, then –

77.1 these Terms and Conditions will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness; and

77.2 the remaining provisions of these Terms and Conditions will remain in full force and effect.

78 The rule of construction that these Terms and Conditions will be interpreted against the party responsible for the drafting or preparation of this Agreement will not apply.

79 We may cede any of our rights and/or assign any of our obligations under these Terms and Conditions to any person.

80 You may not cede any of your rights and/or assign any of your obligations under these Terms and Conditions to any person without our prior written consent.

81 These Terms and Conditions are subject to, and will be interpreted, implemented and enforced, in terms of the laws of the Territory.

82 The parties consent to the jurisdiction of the High Court in the Territory in respect of all proceedings arising out of or pursuant to this Agreement.

83 The parties choose the following addresses for the service of all notices and processes arising out of this Agreement –

83.1 Us: Plot 1381 Tiamiyu Savage Street, Victoria Island, Lagos State, Nigeria.

83.2 You: The physical address supplied by you when making your Request and as recorded in our billing system, as amended by you from time to time.

84 Either party may at any time by written notice to the other party vary its domicile address in terms of clause 83 to any address within the Territory.

85 A notice actually received by a party will be adequate notice to that party notwithstanding that it was not delivered to that party's domicile address in terms of clause 83.